

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

UNITED STATES POSTAL SERVICE

and

Case 16-CA-258875

**NATIONAL ASSOCIATION OF LETTER
CARRIERS, BRANCH 3792**

DECISION AND ORDER

Statement of the Case

On September 16, 2021, the United States Postal Service (the Respondent), the National Association of Letter Carriers, Branch 3792 (Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.¹

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

¹ We note that the remedy to which the parties have agreed differs in some respects from previous broad orders issued against the Respondent in cases alleging that the Respondent has violated Sec. 8(a)(5) of the Act by failing and refusing to provide relevant information. See, e.g., *United States Postal Service*, 345 NLRB 426 (2005), *enfd.* 486 F.3d 683 (10th Cir. 2007); *United States Postal Service*, 28-CA-017383 et al., unpublished order issued November 4, 2002, *enfd.* Case 02-9587 (10th Cir. 2003). These broad orders, as enforced by the United States Court of Appeals, remain in effect, and the Board's approval of this stipulation does not modify these orders in any respect.

Findings of Fact

1. The Respondent's business

The Respondent provides postal services for the United States and operates various facilities throughout the United States in performing that function, including the facility at 106 West 4th Street, Pecos, Texas 79772.

The Board has jurisdiction over the Respondent and this matter by virtue of Section 1209 of the Postal Reorganization Act, 39 U.S.C. § 101 et seq.

2. The labor organization involved

The National Association of Letter Carriers (NALC) is a labor organization within the meaning of Section 2(5) of the Act.

The Union, National Association of Letter Carriers, Branch 3792, is a labor organization withing the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, United States Postal Service, Pecos, Texas, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain collectively with the Union—the National Association of Letter Carriers, Branch 3792—and any other labor organizations representing bargaining unit employees employed at the Pecos Main Post Office by failing, refusing, or unreasonably delaying providing them with information that is relevant and necessary to performing their duties as the exclusive collective-bargaining representatives.

(b) In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of rights guaranteed under Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Bargain in good faith with the Union and any other labor organizations that represent the Respondent's employees at the Pecos Main Post Office by providing the Union with necessary and relevant information it requests in a timely and appropriate manner.

(b) Waive, for 30 days after issuance of the Board's Order or the Respondent providing information—whichever is longer—any contractual grievance filing deadlines to allow

grievances related to the requested information where the Union missed those deadlines due to the Respondent's delay in providing the requested information.

(c) Maintain a log for the Pecos Main Post Office in which the Respondent will immediately record each information request, made orally or in writing, by the Union. This log must include: a brief description of the requested information; the name of the individual who made the request; the name of the supervisor or Respondent's agent who received the request; the date the request was made; and the date the Respondent's manager, supervisor, or agent provided the Union with the requested information. If the Respondent's manager, supervisor, or agent believes, after reviewing the request that more time is needed to respond to it, then they will immediately request additional time from the Union and explain why that extra time is needed.

(d) Distribute copies of the attached notice marked Appendix A to all employees at the Pecos Main Post Office represented by the Union or any other labor organization.

(e) Schedule annual training sessions on how to timely and appropriately respond to information requests and how to maintain information logs, and require that all supervisors, including all temporary supervisors and managers at the Pecos Main Post Office, attend the training. The first of these trainings will take place within 30 days of the entry of the Board's Order. Each manager, supervisor, and agent will sign a form acknowledging that they have received this training. A copy of this form will be kept in the manager's, supervisor's, or agent's training and history file. Union stewards will be granted access to information request logs upon their request.

(f) Notify all Union stewards at the Pecos Main Post Office when the manager, supervisor, or agent who is designated to receive information requests changes.

(g) The Respondent's legal department or its labor relations department will conduct an annual audit of the information request logs for the Pecos Main Post Office to ensure that Union information requests are being handled in a timely and appropriate manner, and that the logs are being properly maintained. After each audit, the legal department or labor relations department will provide a written report describing: each request that did not receive a complete response within seven (7) days; the identity of the requesting party; a summary of the request; the name of the supervisor or manager responsible for responding to the request; the number of days from request to initial response; the number of days from request to complete or final response; and any action taken to address or correct unreasonable failures and delays by supervisors and managers.

Managers, supervisors—including all temporary supervisors—or agents who fail to reasonably provide relevant information to the Union will have this fact mentioned in a "corrective action" section of the audit report. Repeated violations could result in a manager, supervisor, or agent being disciplined. These audit reports will be forwarded to the USPS District Manager, the USPS District Manager of Labor Relations, USPS Labor Relations Department, and USPS Law Department NLRB Unit. If these audits indicate that requests are not being responded to in a timely and appropriate manner, or that the information request logs are not

properly maintained, anyone acting in a supervisory or managerial capacity involved in the process of providing information to the Union will be given remedial training. Upon request, the Respondent will e-file documentation of any remedial training to with the NLRB Compliance Unit.

(h) Within 14 days of the approval of this Agreement, distribute by electronic mail, inter-office mail, newsletter, bulletin—or in any other way that the Respondent ordinarily communicates with its managers and supervisors (including all temporary supervisors)—the Board Order and Notice, and the notice attached as Appendix B, to all of its managers and supervisors (including temporary supervisors) at the Pecos Main Post Office.

(i) Within 14 days of service by the Region, post copies of the Notice to Employees attached as Appendix A at the Pecos Main Post Office. The Respondent's authorized representative will sign copies of the notice printed on forms provided by Region 16. The Respondent will post these notices and maintain them for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute notices electronically—by email, posting on an intranet or internet site, and other electronic means—if the Respondent customarily communicates with its employees in this way. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered.

After receiving this notice, the Respondent's authorized representative will record the date the notice was received and the date the notices were posted at the facility. The Respondent will e-file the signed certification with the NLRB Compliance Unit.

(j) Within 21 days after service by the Region, e-file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply. The certification shall include: (i) a copy of the documents signed by the Respondent, attesting to the dates that the notices were received at the Respondent's facility, and the dates that the notices were posted; and (ii) copies of the training acknowledgement forms signed by each of the Respondent's supervisors and managers at Pecos Main Post Office.

Dated, Washington, D.C., November 16, 2021.

Lauren McFerran, Chairman

Marvin E. Kaplan, Member

Gwynne A. Wilcox, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union
Choose a representative to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

The NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 3792 (NALC BRANCH 3792) is the collective bargaining representative of our letter carriers employed at the Main Post Office in Pecos, Texas.

WE WILL NOT refuse to bargain in good faith with NALC Branch 3792, or any other labor organization representing bargaining unit employees at the Pecos Main Post Office, by refusing to provide information that is relevant and necessary to their roles as your exclusive collective-bargaining representative.

WE WILL NOT refuse to bargain in good faith by unreasonably delaying in providing information requested by NALC Branch 3792, or any other labor organization representing bargaining unit employees at the Pecos Main Post Office, that is relevant and necessary to their roles as your bargaining representatives.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights found in Section 7 of the National Labor Relations Act.

WE WILL bargain in good faith with NALC Branch 3792, and any other labor organizations that represent employees at our Pecos Main Post Office, by providing them with necessary and relevant information in a timely and appropriate manner when requested.

WE WILL waive, for 30 days after issuance of the Board's Order or our providing information—whichever is longer—any contractual grievance filing deadlines to allow grievances related to the requested information, where NALC Branch 3792 missed those deadlines due to our delay in providing the requested information.

WE WILL maintain a log for the Pecos Main Post Office in which we will immediately record each information request, made orally or in writing, by NALC Branch 3792.

This log will include: a brief description of the requested information; the name of the individual who made the request; the name of the supervisor or other USPS agent who received the request; the date the request was made; and the date our manager, supervisor, or agent provided NALC Branch 3792 with the requested information.

If our manager, supervisor, or agent believes, after reviewing the request, that more time is needed to respond to it, then they will immediately request additional time from NALC Branch 3792 and explain why that extra time is needed. Stewards of NALC Branch 3792, or any other labor organizations that represent employees at the Pecos Main Post Office, will be granted access to these logs upon their request.

WE WILL distribute copies of this notice to all employees at the Pecos Main Post Office represented by NALC Branch 3792 or any other labor organization.

WE WILL schedule annual training sessions to train each of our managers and supervisors at the Pecos Main Post Office on how to maintain the information request log and how to respond to union requests for relevant information. The first of these trainings will take place within 30 days of the entry of the Board's Order. Each manager and supervisor will sign a form acknowledging that they have received this training. A copy of this form will be kept in the manager's, supervisor's, or agent's training and history file.

WE WILL, if any manager, supervisor, or agent fails to provide relevant information to NALC Branch 3792, mention this fact in the "corrective action" column of the annual audit report described below. Repeated violations could result in a manager, supervisor, or agent being disciplined

WE WILL notify all stewards of NALC Branch 3792 when the manager, supervisor, or agent who is designated to receive information requests changes.

WE WILL have our legal department or labor relations department conduct annual audits of the information request logs for the Pecos Main Post Office to ensure that union information requests are being handled in a timely and appropriate manner and that the logs are being properly maintained.

ALL OUR EMPLOYEES are free to become or remain, or to refrain from becoming or remaining, members of NALC Branch 3792, or any labor organization.

UNITED STATES POSTAL SERVICE

The Board's decision can be found at www.nlr.gov/case/16-CA-258875 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



APPENDIX B

NOTICE TO MANAGEMENT OFFICIALS:

Recently, an unfair labor practice charge has been filed against the USPS with the National Labor Relations Board. This charge, filed by NALC Branch 3792, a postal labor union representing employees at the Pecos Main Post Office, alleged that the USPS failed to bargain in good faith by refusing to provide or timely provide requested information to this labor union. In this case, information was either not provided, or was not provided in a timely manner, as required by the National Labor Relations Act. In response, the National Labor Relations Board issued a complaint alleging that we violated the National Labor Relations Act by both failing to provide the information, and by failing to provide the information in a timely fashion.

The United States Postal Service has a statutory duty to supply information that is relevant and of use to a labor union in fulfilling its duties as exclusive bargaining representative, including its duties to police the contract and to process and investigate grievances. Most information concerning bargaining unit employees that relates to wages, hours, and terms and conditions of employment is presumptively relevant, and must therefore be provided upon request.

Presumptively relevant information includes—but is not limited to—the names of unit employees and their addresses; seniority dates; rates of pay; lists of job classifications and other payroll data; copies of insurance plans/rates in effect; clock rings; personnel action forms; requests for changes of schedule; and other information related to the hours and other terms and conditions of employment of bargaining unit employees. Your failure to provide responsive information or otherwise respond to requests for such information within a reasonable time may not only constitute a violation of the National Labor Relations Act, but may also result in disciplinary action against you.